

Wonderful; thank you for the update!

Janelle Morgan

Elite Fund, Inc.

Phone: (800) 705-9703

Fax: (815) 717-9761

E-mail: [janelle@elitefund.com](mailto:janelle@elitefund.com)

Web: [www.elitefund.com](http://www.elitefund.com)

"Grow and Expand Educational Opportunities Through Technology"

---

From: Alec Saturley [<mailto:saturleya@optimalinternet.com>]

Sent: Friday, August 29, 2008 5:36 PM

To: [janelle@elitefund.com](mailto:janelle@elitefund.com)

Cc: 'Pete Poggione'; 'Karen Tudor'

Subject: RE: Breakdown of Infinite Campus

Janelle,

I have requested input on this topic from Campus and will let everyone know what they have to say.

Thank you.

Alec L. Saturley

Optimal Solutions Inc.

1055 Gezon Pkwy SW

Wyoming, MI 49509

Phone: 616.281.6040

Direct: 616.588.8124

Toll Free: 888.832.3400

email: [saturleya@optimalinternet.com](mailto:saturleya@optimalinternet.com)<<mailto:saturleya@optimalinternet.com>>

URL: [www.optimalinternet.com](http://www.optimalinternet.com)<<http://www.optimalinternet.com>>

[cid:image002.jpg@01C912D1.5B281C70]

---

From: Janelle Morgan [<mailto:janelle@elitefund.com>]

Sent: Monday, August 25, 2008 11:08 AM

To: Alec Saturley

Cc: 'Pete Poggione'; 'Karen Tudor'

Subject: RE: Breakdown of Infinite Campus

Importance: High

Hi Alec,

Is there any possibility of getting this information within the next couple of weeks? We have a 60 day

window to file the appeal and we're approaching day 30.  
Thanks!

Janelle Morgan

Elite Fund, Inc.

Phone: (800) 705-9703

Fax: (815) 717-9761

E-mail: [janelle@elitefund.com](mailto:janelle@elitefund.com)

Web: [www.elitefund.com](http://www.elitefund.com)

"Grow and Expand Educational Opportunities Through Technology"

---

From: Janelle Morgan [<mailto:janelle@elitefund.com>]

Sent: Monday, August 18, 2008 8:47 AM

To: 'Saturley Alec'

Cc: 'Pete Poggione'; 'Karen Tudor'

Subject: Breakdown of Infinite Campus

Importance: High

Hi Alec,

As you may know, Mattawan was denied E-rate funding for the Infinite Campus service for Years 2007 and 2008. We would like to appeal this decision. It seems that at least a portion of the Infinite Campus service is E-rate eligible.

Could you or one of your associates fill out the attached spreadsheet and send this back to me at your earliest convenience? We just need to know the following:

- \* The cost allocation of the services listed in the table.
- \* How you came up with the cost allocation.

If you have any questions, please let me know.

Thank you!

Janelle Morgan

Elite Fund, Inc.

Phone: (800) 705-9703

Fax: (815) 717-9761

E-mail: [janelle@elitefund.com](mailto:janelle@elitefund.com)

Web: [www.elitefund.com](http://www.elitefund.com)

"Grow and Expand Educational Opportunities Through Technology"

The following was added by the MCS network:

-----

-----

This message and attachment(s), if any, is intended for the sole use of the individual and/or entity to which it is addressed, and may contain information that is privileged, confidential and prohibited from disclosure under applicable law. If you are not the addressee, or authorized to receive this on behalf of the addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this message or any part thereof. If you have received this in error, please immediately advise the sender by e-mail and delete this information and all attachments from your computer network.

# Attachment C

Janelle Morgan

---

**From:** Janelle Morgan [janelle@elitefund.com]  
**Sent:** Monday, April 07, 2008 12:48 PM  
**To:** 'vnelson@sl.universalservice.org'; 'PIATeam8@sl.universalservice.org'  
**Cc:** 'Pete Poggione'; 'Karen Tudor'  
**Subject:** RE: ERate App# 591678 vn

**Attachments:** App 591678.pdf



App 591678.pdf  
(20 KB)

Hi Veronica,

Please find attached the contract for App 591678.

Thanks!

Janelle Morgan  
Elite Fund, Inc.  
Phone: (800) 705-9703  
Fax: (815) 717-9761  
E-mail: janelle@elitefund.com  
Web: www.elitefund.com  
"Grow and Expand Educational Opportunities Through Technology"

-----Original Message-----

**From:** Pete Poggione [mailto:ppoggione@mattawanschools.org]  
**Sent:** Monday, March 31, 2008 12:53 PM  
**To:** janelle@elitefund.com; Karen Tudor  
**Subject:** Fwd: ERate App# 591678 vn

>>> "PIATeam8" <PIATeam8@sl.universalservice.org> 03/31/08 10:26 AM >>>  
Please see the attached.

---

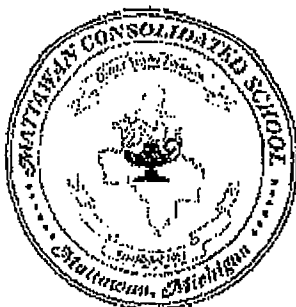
Confidentiality Notice: The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized

disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.

The following was added by the MCS network:

---

This message and attachment(s), if any, is intended for the sole use of the individual and/or entity to which it is addressed, and may contain information that is privileged, confidential and prohibited from disclosure under applicable law. If you are not the addressee, or authorized to receive this on behalf of the addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this message or any part thereof. If you have received this in error, please immediately advise the sender by e-mail and delete this information and all attachments from your computer network.



## Mattawan Consolidated School

*Fifty-Six Seven Twenty Murray Street*

*Mattawan, Michigan 49071-9543*

*269-668-3361*

*Fax: 269-668-2372*

*January 28, 2008*

January 28, 2008

Infinite Campus  
2 Pine Tree Drive  
Arden Hills, MN 55112-3793

This letter confirms our decision to purchase your web hosting product for use within Mattawan Consolidated School from your company during the next E-rate funding year (07/01/2008 to 06/30/2009) as specified. The cost for the project shall be no more than:

- \$5,000.00 for the Infinite Campus Services, Application Hosting Services - SIS.

To accept these terms and conditions, please sign below and return by fax to (269) 668-2372.

We look forward to working with Infinite Campus on this project.

Sincerely,

Vendor agreement:

  
Pete Poggione  
Director of Information Technology  
Date: 1/28/2008

  
Eric Creighton, COO  
Date: January 30, 2008

**Janelle Morgan**

**From:** Janelle Morgan [janelle@elitefund.com]  
**Sent:** Tuesday, May 06, 2008 8:40 AM  
**To:** 'Poggione Pete'; 'Nelson, Veronica'  
**Cc:** 'Tudor Karen'  
**Subject:** RE: ERate App# 591678 vn  
**Attachments:** App 591678 Agreement.pdf

Hi Veronica,

Here is the portion of the agreement that talks about the web hosting. If you need something further, please let me know.

Thanks!

*Janelle Morgan*

Elite Fund, Inc.

Phone: (800) 705-9703

Fax: (815) 717-9761

E-mail: janelle@elitefund.com

Web: www.elitefund.com

*"Grow and Expand Educational Opportunities Through Technology"*

---

**From:** Poggione Pete [mailto:ppoggione@mattawanschools.org]  
**Sent:** Monday, May 05, 2008 3:59 PM  
**To:** Morgan Janelle  
**Cc:** Tudor Karen  
**Subject:** Fwd: ERate App# 591678 vn  
**Importance:** High

more PIA fun!

Pete Poggione  
Director of Information Technology  
Mattawan Consolidated School  
56720 Murray Street  
Mattawan, MI 49071  
269.668.3361 x1549

Begin forwarded message:

**From:** "PIATeam8" <PIATeam8@solixinc.com>  
**Date:** May 5, 2008 3:50:37 PM EDT  
**To:** "Pete Poggione@1-269-6682372" <IMCEAFAX-Pete+20Poggione+401-269-6682372@solixinc.com>  
**Cc:** <ppoggione@mattawanschools.org>

9/19/2008

Subject: ERate App# 591678 vn

I will need an itemized contract that fully describes services with the Optimal Solutions Web Hosting. The one that was previously sent was not sufficient in describing the service and associated costs.

Thank you.

Please see the attached.

---

**Confidentiality Notice:** The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.

9/19/2008



**EXHIBIT B****APPLICATION HOSTING SERVICES**

**1.0 Reference to Agreement.** This Application Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Mattawan Consolidated School, ("Licensee") as of the Effective Date.

**2.0 Infinite Campus Services, Fees.** During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

Description	Quantity	Cost Per Unit	Total
Infinite Campus Services, Application Hosting Services - SIS		\$5,000 Flat	\$5,000
Infinite Campus Services, Application Hosting Services - Messenger			\$0
Infinite Campus Services, Application Hosting Services - SQL Reporting Services			\$0
<b>Total:</b>			<b>\$5,000</b>

**3.0 Recurring Annual Service Fee.** Following the Initial Term, for each Subsequent Term, Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than three thousand six hundred (3,600) increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

**4.0 Services.** During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

**4.1 Included Services**

**4.1.1 System Sizing.** Company will determine the system components (number and type of applications server(s), database server(s), load balancing hardware, etcetera) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirement change.

**4.1.2 System Hardware.** Company shall provide remote access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the software functionality described, and make such information available on demand by users. Computing hardware, system software, database software and database storage shall be located at Licensee's facilities at 56720 Murray St, Mattawan, MI 49071.

CONFIDENTIAL

**Janelle Morgan**

---

**From:** Karen Tudor [KTudor@mattawanschools.org]  
**Sent:** Tuesday, May 06, 2008 10:30 AM  
**To:** janelle@elitefund.com  
**Cc:** Pete Poggione  
**Subject:** Fwd: RE: ERate App# 591678 vn

Optimal Solutions is the sales and implementation agent for Infinite Campus.

Karen Tudor  
Coordinator of Technology Services  
Mattawan Consolidated School  
56720 Murray St  
Mattawan MI 49071  
269-668-3361 x 1550  
fax: 269-668-2372  
email: ktudor@mattawanschools.org

The following was added by the MCS network:

This message and attachment(s), if any, is intended for the sole use of the individual and/or entity to which it is addressed, and may contain information that is privileged, confidential and prohibited from disclosure under applicable law. If you are not the addressee, or authorized to receive this on behalf of the addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this message or any part thereof. If you have received this in error, please immediately advise the sender by e-mail and delete this information and all attachments from your computer network.

>>> "Nelson, Veronica" <VNELSON@sl.universalservice.org> 5/6/2008 10:27

>>> am >>>

Infinite campus is optimal solutions?

Veronica Nelson

Schools & Libraries

(973) 581-7594

(973)599-6579 FAX

vnelson@sl.universalservice.org

---

From: Janelle Morgan [mailto:janelle@elitefund.com]  
Sent: Tuesday, May 06, 2008 8:40 AM

To: 'Poggione Pete'; Nelson, Veronica  
Cc: 'Tudor Karen'  
Subject: RE: ERate App# 591678 vn

Hi Veronica,

Here is the portion of the agreement that talks about the web hosting.  
If you need something further, please let me know.

Thanks!

Janelle Morgan

Elite Fund, Inc.

Phone: (800) 705-9703

Fax: (815) 717-9761

E-mail: [janelle@elitefund.com](mailto:janelle@elitefund.com)

Web: [www.elitefund.com](http://www.elitefund.com)

"Grow and Expand Educational Opportunities Through Technology"

---

From: Poggione Pete [<mailto:ppoggione@mattawanschools.org>]  
Sent: Monday, May 05, 2008 3:59 PM  
To: Morgan Janelle  
Cc: Tudor Karen  
Subject: Fwd: ERate App# 591678 vn  
Importance: High

more PIA fun!

Pete Poggione

Director of Information Technology

Mattawan Consolidated School

56720 Murray Street

Mattawan, MI 49071

269.668.3361 x1549

Begin forwarded message:

From: "PIATeam8" <PIATeam8@solixinc.com>

Date: May 5, 2008 3:50:37 PM EDT

To: "Pete Poggione@1-269-6682372"  
<IMCEAFAX-Pete+20Poggione+401-269-6682372@solixinc.com>

Cc: <ppoggione@mattawanschools.org>

Subject: ERate App# 591678 vn

I will need an itemized contract that fully describes services with the Optimal Solutions Web Hosting. The one that was previously sent was not sufficient in describing the service and associated costs.

Thank you.

Please see the attached.

---

Confidentiality Notice: The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession.

Thank you for your cooperation.

The following was added by the MCS network:

---

This message and attachment(s), if any, is intended for the sole use of the individual and/or entity to which it is addressed, and may contain information that is privileged, confidential and prohibited from disclosure under applicable law. If you are not the addressee, or authorized to receive this on behalf of the addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this message or any part thereof. If you have received this in error, please immediately advise the sender by e-mail and delete this information and all attachments from your computer network.

**Janelle Morgan**

**From:** Janelle Morgan [janelle@elitefund.com]  
**Sent:** Tuesday, May 13, 2008 2:29 PM  
**To:** 'Nelson, Veronica'  
**Cc:** 'Tudor Karen'; 'Pete Poggione'  
**Subject:** RE: ERate App# 591678 vn  
**Importance:** High  
**Attachments:** Contract for Infinite Campus.pdf

Hi Veronica,

As I stated on the phone, here is the complete contract for Optimal Solutions/Infinite Campus. As you can see from this contract, it was signed on February 6, 2007. In Section 6.0, page 13, the contract indicates that the service will continue until the customer terminates the contract. Obviously, because the contract has no official end date, I did not really "use" this contract for the 2008-2009 application. We bid out this service again for 08-09 and after the 28 days the school decided to stay with Optimal Solutions/Infinite Campus. I then typed up a contract, which both parties signed and I sent to you. I'm hoping the "official" contract will be enough for PIA. This service was funded for 2007-2008. If you need any other clarification, please do not hesitate to ask.

Thank you!

*Janelle Morgan*

Elite Fund, Inc.

Phone: (800) 705-9703

Fax: (815) 717-9761

E-mail: janelle@elitefund.com

Web: www.elitefund.com

*"Grow and Expand Educational Opportunities Through Technology"*

**From:** Poggione Pete [mailto:ppoggione@mattawanschools.org]  
**Sent:** Tuesday, May 13, 2008 10:21 AM  
**To:** Morgan Janelle  
**Cc:** Tudor Karen  
**Subject:** Fwd: ERate App# 591678 vn  
**Importance:** High

OK.. what's the deal? Infinite Campus got denied??

Pete Poggione  
Director of Information Technology  
Mattawan Consolidated School  
56720 Murray Street  
Mattawan, MI 49071  
269.668.3361 x1549

9/19/2008

Begin forwarded message:

**From:** "PIATeam8" <PIATeam8@solixinc.com>  
**Date:** May 13, 2008 10:07:33 AM EDT  
**To:** "Pete Poggione@1-269-6682372" <IMCEAFAX-Pete+20Poggione+401-269-6682372@solixinc.com>  
**Cc:** <ppoggione@mattawanschools.org>  
**Subject:** ERate App# 591678 vn

Please see the attached.

---

**Confidentiality Notice:** The information in this e-mail and any attachments thereto is intended for the named recipient(s) only. This e-mail, including any attachments, may contain information that is privileged and confidential and subject to legal restrictions and penalties regarding its unauthorized disclosure or other use. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action or inaction in reliance on the contents of this e-mail and any of its attachments is **STRICTLY PROHIBITED**. If you have received this e-mail in error, please immediately notify the sender via return e-mail; delete this e-mail and all attachments from your e-mail system and your computer system and network; and destroy any paper copies you may have in your possession. Thank you for your cooperation.

9/19/2008



**Infinite Campus**

*Infinite Campus End User License Agreement*

**EXHIBIT A**

**SOFTWARE LICENSE SCHEDULE**

- 1.0 Reference to Agreement.** This Software License Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between **Infinite Campus, Inc., ("Company")** and **Mattawan Consolidated Schools, ("Licensee")** as of the Effective Date.
- 2.0 License Fees.** Upon the Effective Date, Licensee shall pay the fees specified below within thirty (30) days from the date of invoice.
- 3.0 Grant of License.** Upon February 6, 2007 Company shall provide Licensee with the number of seat licenses to the Infinite Campus Products according to the quantity described in the table below and any associated Documentation (defined as users' manuals, reference guides, programmers' guides and/or system guides, as applicable). The quantity of licenses shall be valid from the date granted until twelve (12) months thereafter (the "Initial Term"):

Description	Quantity	Cost Per	Total
Campus Student System License Fee	3600	\$6.00	\$21,600
Campus Messenger License Fee	0	\$1.50	\$0
Campus Food Service License Fee	0	\$2.00	\$0
ICU License/Ongoing Training	3600	\$0.50	\$1,800
<b>Total:</b>			<b>\$23,400</b>

- 4.0 Reoccurring Annual License Fee.** Following the Initial Term, for each 12 month period thereafter ("Subsequent Term"), Licensee shall pay annual fees according to the then current license fees for the licensed Infinite Campus Products. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than three thousand six hundred (3,600) charge an additional license fee according to the then current license fees for the licensed Infinite Campus Products.





**EXHIBIT B**  
**APPLICATION HOSTING SERVICES**

**1.0 Reference to Agreement.** This Application Hosting Services Agreement is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Mattawan Consolidated School, ("Licensee") as of the Effective Date.

**2.0 Infinite Campus Services, Fees.** During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

Description	Quantity	Cost Per	Total
Infinite Campus Services, Application Hosting Services – SIS		\$5,000 Flat	\$5,000
Infinite Campus Services, Application Hosting Services – Messenger			\$0
Infinite Campus Services, Application Hosting Services – SQL Reporting Services			\$0
<b>Total:</b>			<b>\$5,000</b>

**3.0 Recurring Annual Service Fee.** Following the Initial Term, for each Subsequent Term, Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than three thousand six hundred (3,600) increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

**4.0 Services.** During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

**4.1 Included Services**

**4.1.1 System Sizing.** Company will determine the system components (number and type of applications server(s), database server(s), load balancing hardware, etcetera) based on the size and needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This sizing is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirement change.

**4.1.2 System Hardware.** Company shall provide remote access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the software functionality described, and make such information available on demand by users. Computing hardware, system software, database software and database storage shall be located at Licensee's facilities at 56720 Murray St, Mattawan, MI 49071.



## Infinite Campus

### *Infinite Campus End User License Agreement*

- 4.1.3 Additional Software and Middleware. Company will provide all additional required middleware and software necessary for the Product, including installation and licensing of Window OS, Windows SQL Server, Apache Tomcat, Sun Microsystems Java, JNETDirect drivers, and Thawte SSL certificate(s).
- 4.1.4 Configuration. Initial configuration including OS installation, database installation, patching the operating system and database, and installing and configuring all Middleware. Creation and configuration of Production and optional Sandbox environments and Production and optional Sandbox database. Upon delivery and installation, a final configuration for setting proper site specific information. Ongoing configuration of additional module add-ons or changes to Licensee infrastructure that require changes to the System configuration.
- 4.1.5 Application Updates. Company will provide support for the Applications through implementation of vendor-provided modifications including remedial "Patches" or "Hotfixes" addressing reported performance or functionality problems and "Upgrades" consisting of a new releases or versions of the Applications or supporting software issued by the vendor of that Application as part of its software maintenance offering, typically indicated by a change in the numeric identifier of that software. Company will implement Application Patches and Upgrades in accordance with the Change Management Section set forth below in a commercially reasonable timeframe following its receipt of the Patch or Upgrade from the software vendor. Company is responsible for procuring and administering vendor-provided maintenance for any Applications to be supplied by Infinite Campus.
- 4.1.6 Test and Training Environment. In addition to the single "Production" system environment, Company will provide an additional Test and Training Environment ("Sandbox") for the purpose of testing upcoming updates or code changes, training end users in a non-production environment and other non-production uses upon the request of the Licensee. All System Hardware, Additional Software and Middleware, Configuration, Application Updates and Maintenance for the Sandbox environments will be maintained in the same fashion as Production environment, however, these services are subject to the availability of resources and the need of Company to appropriately maintain its service offerings and operations infrastructure for its business generally.
- 4.1.7 Backup. Company shall create and maintain a backup plan whereby Licensee Content is backed up to a remote data center located at 2 Pine Tree Drive, Arden Hills, MN ("Remote Data Center"), subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below, for the purpose of off-site archival in the case of disaster recovery.
- 4.1.8 Disaster Recovery. Company shall maintain backup servers and data communications connections to such servers in the Remote Data Center and maintain backups of Licensee Content (defined below) on such backup servers such that Company shall be capable of providing Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of Application Hosting Services.

## 4.2 Additional Services

- 4.2.1 Network Analysis and Documentation. Prior to the installation of the Infinite Campus Products and System Hardware, a Network Analysis and resulting Documentation of the analysis is required. The resulting Documentation is the defined supported environment, identifying all network components, including firewalls, proxy servers, routers, switches, etcetera. This can be provided by the Licensee, accomplished with Licensee resources or can be provided by Company for an additional fee.
- 4.2.2 Installation. Company will ship System Hardware, preconfigured, to a location determined by



Licensee. For an additional fee, Company can perform the installation of the System Hardware in the Licensee data center.

#### 4.3 Excluded Services

- 4.3.1 Support of Client Desktops
- 4.3.2 Support or diagnosis of Local Area Network connectivity
- 4.3.3 Local Area Network device configuration such as proxy servers

5.0 **Availability of Services.** Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

5.1 **Downtime.** Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

5.2 **Advance Notice.** Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

6.0 **Security.** Company shall operate and maintain the System Hardware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the System Hardware or the Remote Data Center, including:

- (a) firewall protection of the Remote Data Center;
- (b) maintenance of independent archival and backup copies of the Infinite Campus Products and all Licensee Content; and
- (c) protection from network attack or other malicious harmful or disabling data, work, code or program.

7.0 **Access to System.** In order to provide Included Services, Licensee will provide the following access, restricted to Company's and/or Company's authorized service provider's Class C IP address range.

- (a) MS Remote Desktop Access on port 3389
- (b) http access on port 80
- (c) https access on port 443
- (d) Campus administration (backups and updates) on port 4329 out from all Company provided servers.

8.0 **Change Management.** For all Production Environments, Company will follow "Change Management Procedures" in completing changes in the products or product release levels used in the system and in implementing Application Patches and Upgrades (collectively "Change Events"). Those Change Management Procedures will in all cases provide for the following:

- 8.1 advance notification to the Licensee of the Change Event, its nature and expected timetable;
- 8.2 written notice of application changes and modifications to screens or code;



*Infinite Campus End User License Agreement*

- 8.3 pre-testing of changes, including any modifications to screens or code in Company or Licensee non-Production environments; and
- 8.4 coordination of the implementation of the Change Event with the Licensee;
- 9.0 **Hardware Failure.** In the event of hardware failure Company will correct the failure through one of the following, at the sole discretion of the Company:
  - 9.1 Replace entire unit. Upon notice of the hardware failure, company will immediately begin the process of shipping a replacement unit. Typical replacement time is 24 hours, and in no event will be greater than 72 hours.
  - 9.2 Onsite Service – When appropriate, onsite service from a certified hardware technician, with a service level of next business day.
  - 9.3 Field replaceable – When appropriate, shipment of field replaceable components or parts to Licensee for replacement of failed redundant component, such as power supply or hard drive in RAID array.
- 10.0 **Proprietary Rights**
  - 10.1 Licensee Content. Licensee shall be solely responsible for providing, updating, uploading and maintaining the Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.
  - 10.2 Grant of Use. In consideration of Company's satisfactory performance of all obligations of this Agreement, for the term of this Agreement, Licensee grants to Company a nonexclusive, worldwide and royalty-free "Grant of Use" to copy, display, use and transmit on and via the Internet the Licensee Content, solely for the benefit of Licensee and in accordance with Company's performance or enforcement of this Agreement.
  - 10.3 Alterations. Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Site or Licensee Content stored on the Server.
  - 10.4 Ownership of Licensee Content. Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Infinite Campus Products and thereafter expunge all copies of the Infinite Campus Products from its computer(s) and server(s) and provide a certificate of an officer of Licensee confirming compliance with the same as required by paragraph 6.3 of this agreement. Company further warrants that shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.
- 11.0 **Warranty Provisions**
  - 11.1 Warranty of Company. The warranty provisions contained in the End User License Agreement are incorporated herein by reference.
  - 11.2 Warranty of Licensee. Licensee warrants that the Site and Licensee Content do not and shall not contain any content, materials, data, work, trade or service mark, trade name, link, advertising or services that violate any applicable law or regulation or infringe or misappropriate any proprietary, intellectual property, contract or tort right of any person; and Licensee owns the Licensee Content and all proprietary or intellectual property rights therein,



or has express written authorization from the owner to copy, use and display the Licensee Content on and within the Site.

- 12.0 Indemnification Provisions.** In addition to the indemnification provisions contained in the End User Agreement, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company to the extent based on an allegation that Licensee Content infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party.

CONFIDENTIAL

**Infinite Campus***Infinite Campus End User License Agreement***EXHIBIT C****SOFTWARE SUPPORT SERVICES**

**1.0 Reference to Agreement.** This Software Support Services Schedule is subject to and incorporates all of the provisions stated in the End User License Agreement between Infinite Campus, Inc., ("Company") and Mattawan Consolidated School, ("Licensee") as of the Effective Date.

**2.0 Infinite Campus Services, Fees.** During the Initial Term, Company shall provide Licensee with Infinite Campus Services according to the fees described in the table below:

Description	Quantity	Cost Per	Total
Infinite Campus Services, Software Support – SIS		\$10,000 Flat	\$10,000
Infinite Campus Services, Software Support – Messenger		\$0.30	
Infinite Campus Services, Software Support – Food Service		\$0.40	
<b>Total:</b>			<b>\$10,000</b>

Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Infinite Campus Services. Company shall have the right to review the number of students Licensed and, in the event that the total number of enrolled students is more than three thousand six hundred (3,600) increase the license count and add additional services fees according to the then current services fees for the licensed Infinite Campus Products.

**3.0 Infinite Campus Services.** During the term of the License, and subject to payment of the fees for the Infinite Campus Products and the fees for the Infinite Campus Services, Infinite Campus shall provide the following Infinite Campus Services (the "Software Support Services") to Licensee:

**3.1 Software Maintenance.** Updates to the licensed Infinite Campus Products, electronic manuals, training modules, tech notes,

**3.2 E-Support Services.** Responses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via the Infinite Campus support website.

**3.3 Telephone Support Services.** Responses to Licensee's Authorized Representatives technical and products questions of the licensed Infinite Campus Products via telephone.

**4.0 Hours of Service.** Company personnel shall be normally available either via phone or via e-mail Monday through Friday, 6:00 a.m. to 6:00 p.m., Central Standard Time. Company's offices are closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day Before Christmas Day, Christmas Day and New Year's Eve Day.

**5.0 Authorized Contact Personnel.** Licensee shall identify up to two (2) people who shall be authorized to contact Company for technical and product questions. Licensee understands and acknowledges that no more than the number of authorized contact personnel may be in communication with Company at any one time. Licensee shall provide Company with a written list of such authorized personnel within thirty (30) days of the execution of this Agreement. Licensee further agrees to keep Company informed of changes made to this authorization list as they take place.

CONFIDENTIAL

 Exhibit B, Page 1  
 2006\_09 EULA Exh C



**Infinite Campus**

*Infinite Campus End User License Agreement*

## 6.0 Payment

- 6.1 Adjustment of Support Fees. Company may change the Support and site service fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.
- 6.2 Costs Related to Modified Software. If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company the Company's then current standard rates.
- 6.3 Diagnostic Expenses. In the event Company performs services to diagnose a defect that Licensee claims exists in the Infinite Campus Products and Company subsequently demonstrates the Infinite Campus Products conforms to specifications as described in Section 4.2 of the Infinite Campus End User License Agreement, Licensee will reimburse Licensee for such services in accordance with this Agreement, or otherwise at then-current rates.

## 7.0 Major Alarm

- 7.1 Definition of a Major Alarm. A "Major Alarm" is defined as one of the following: (i) a complete failure of the Infinite Campus software system that results in the inability by Licensee to use the Infinite Campus software, (ii) the loss, corruption or unintended migration of Infinite Campus SIS data, (iii) the loss of an Infinite Campus function that supports an urgent business process (i.e. report card issuance), or (iv) an Infinite Campus interface failure that results in the inability by the Licensee to use the Infinite Campus software.
- 7.2 Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Alarm has been resolved or the urgency level associated with the trouble ticket has been down graded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Alarm will be resolved.
- 7.3 Response Time for a Major Alarm.
  - 7.3.a E-support response time -- within two (2) hours.
  - 7.3.b Phone support -- within one (1) hour.

## 8.0 Non-Major Alarm

- 8.1 Definition of Response. "Response" is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Alarm is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Alarm will be resolved.
- 8.2 Response Time for a Non-Major Alarm.



**Infinite Campus**

*Infinite Campus End User License Agreement*

8.2.a E-support response time – within two (2) business days.

8.2.b Phone support – within one (1) business day.

- 9.0 **Proprietary Rights.** Licensee acknowledges and agrees that corrected or replacement Software and associated Documentation remain the property of Company and constitute a trade secret of Company. Licensee further agrees that corrected or replacement Software and associated Documentation are subject to the terms of the License Agreement and shall be delivered to Licensee only after Licensee executes a subsequent license agreement with Company governing its use, unless Company, at its option, waives this requirement for the execution of a subsequent license agreement.
- 10.0 **Modifications Excluded.** Company shall not be obligated to provide maintenance services pursuant to this Agreement with respect to any modifications to the Software made by Licensee or to any computer program incorporating all or any part of the Software.
- 11.0 **Access to Data and Computer.** On request, Licensee agrees to provide Company with printouts of the Software or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to Licensee's computer and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Software, and, after corrective action or replacement has taken place, determine that the problem has been alleviated.
- 12.0 **Warranty Provisions.** Replaced or corrected Software shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Software for the period designated therein. The warranty provisions contained in that License Agreement are incorporated herein by reference.

CONFIDENTIAL

Exhibit B, Page 3  
2006\_09 EULA Exh C



**Infinite Campus***Infinite Campus End User License Agreement***INFINITE CAMPUS END USER LICENSE AGREEMENT**

This Infinite Campus End User License Agreement ("Agreement") is made between **Infinite Campus, Inc.**, a Minnesota corporation located at Two Pine Tree Drive, Suite 302, Arden Hills, MN 55112 ("**Company**") and **Mattawan Consolidated School**, with offices located at 56720 Murray St, Mattawan, MI 49071 ("**Licensee**").

**RECITALS**

- A. Company has developed certain proprietary (i) student information software and as updated and revised by Company from time to time (the "**Infinite Campus Product**"), and (ii) such other products and services as offered by Company and as amended by Company from time to time (the "**Infinite Campus Additional Products**"). The Infinite Campus Product, and the Infinite Campus Additional Products are collectively referred to as the "**Infinite Campus Products**";
- B. Company or a Company authorized service provider provides certain services for the Infinite Campus Products, including software implementation services, software maintenance services, training services, product support services, technical support services and application hosting services (the "**Infinite Campus Services**");
- C. Company and Licensee desire to enter into this Agreement for the purpose of facilitating the licensing of certain Infinite Campus Products, and delivery of certain Infinite Campus Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

**1.0 Grant of License**

- 1.1 Type of License. Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sublicensable, right and license to the Infinite Campus Products identified on Exhibit A and the related documentation ("**Documentation**") described on Exhibit A. Licensee shall install and use the Infinite Campus Products and the Documentation solely for its own internal use and for the purposes for which such Infinite Campus Products and Documentation were designed.
- 1.2 Additional Terms and Conditions. In addition to the terms of this Agreement, the license granted under Section 1.1 above, shall be subject to the terms and conditions of all Exhibits attached hereto and incorporated herein.

**2.0 Ownership and Protection of Infinite Campus Products**

- 2.1 Title: Ownership. Licensee acknowledges that the Infinite Campus Products; all source code, object code, class libraries, user interface screens, algorithms, development frameworks, repository, system designs, system logic flow, and processing techniques and procedures related thereto; the Documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company. Licensee further acknowledges that any reports or other data generated by the Infinite Campus Products regarding traffic flow and/or system loads are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.
- 2.2 Protection of Infinite Campus Products and Documentation. Licensee shall not allow, and shall not